



U. S. C.
 AUG 16 1979
 EASLEY
MORTGAGE



1477 PA. 117

THIS MORTGAGE is made this 16th day of August, 1979, between the Mortgagor, Daniel N. Ballard and Kathleen P. Jennings Ballard

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-seven Thousand Nine Hundred Fifty and No/100 (\$57,950.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 16, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2004

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"). Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that piece, parcel or lot of land with the improvements thereon, situate, lying and being on the southwestern side of Aberdeen Drive, in the City of Greenville, County of Greenville, being known and designated as Lot No. 16A as shown on a plat of Park Hill, prepared by R. E. Dalton, recorded in the RMC Office for Greenville County, South Carolina in Plat Book J at pages 208 and 209 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Aberdeen Drive at the joint front corner of Lots Nos. 16 and 16A and running thence with the line of Lot No. 16 S 39-55 W 149.6 feet to an iron pin in the line of property now or formerly of M. D. Earle Estate; thence with the line of the said Earle Estate property S 45-39 E 78 feet to an iron pin at the joint rear corner of Lots Nos. 16A and 17; thence with the line of Lot No. 17 N 38-54 E 157 feet to an iron pin on the southwestern side of Aberdeen Drive; thence with the southwestern side of Aberdeen Drive N 51-06 W 75 feet to the point of beginning.

ALSO: All that certain piece, parcel or strip of land, with improvements thereon, situate, lying and being on the southwestern side of Aberdeen Drive in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a portion of Lot No. 16 as shown on plat of Park Hill Subdivision recorded in the RMC Office for Greenville County in Plat Book I at pages 36 and 37 and Plat Book J, pages 208 and 209 and having according to a more recent plat entitled "Property of Louise E. Oxner" dated March 27, 1964, revised July 9, 1965, prepared by Piedmont Engineers & Architects, recorded in Plat Book KKK at page 45, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Aberdeen Drive at the joint front corner of Lots Nos. 16 and 16A and running thence with the line of Lot No. 16A S 39-55 W 149.6 feet to an iron pin at the joint rear corner of Lots Nos. 16 and 16A; thence N 45-39 W 6.4 feet to an iron pin in the rear line of Lot No. 16; thence with a new line through Lot No. 16 N 42-14 E 149.1 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of M. Heyward Whetsell, Jr. and Sherrill Altman Whetsell to be recorded herewith.

which has the address of 140 Aberdeen Drive Greenville, South Carolina (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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